

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In Re:

CASE NO. 6:08-bk-07007-KSJ

LILLIAM JAVIER a/k/a  
LILLIAM A. JAVIER a/k/a  
LILLIAM GARCIA  
Debtor.

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MOHAMMAD A. MALIK,  
134 PLUS 37 MAPLE AVENUE  
REALTY, INC.;  
134-38 MAPLE AVENUE REALTY  
CORP.; and  
133 PLUS 24 SANFORD AVE.  
REALTY CORP.,  
Plaintiffs,

ADV. PRO. NO. 6:08-ap-00206-KSJ

v.

LILLIAM JAVIER a/k/a  
LILLIAM A. JAVIER a/k/a  
LILLIAM GARCIA,  
Defendant.

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**FINAL JUDGMENT**

THIS CAUSE having come before the Court, the Court having been advised that Defendant is in default, after having reviewed the file, and being otherwise fully advised in the premises renders its Judgment as follows:

It is **ORDERED** that:

1. Plaintiff, Mohammad A. Malik, shall have and recover from Defendant, **LILLIAM JAVIER a/k/a LILLIAM A. JAVIER a/k/a LILLIAM GARCIA**, the principal amount of \$86,276.79, together with prejudgment interest at the rate of .40% in the amount of \$2,599.20, and costs in the amount of \$250.00 for a total sum of

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\$89,125.99, together with post-judgment interest thereon at the rate of .40% from the date of the Judgment until paid, for which let execution, attachment and garnishment issue instant.

2. Plaintiff, 134 PLUS 37 MAPLE AVENUE REALTY, INC., shall have and recover from Defendant, **LILLIAM JAVIER a/k/a LILLIAM A. JAVIER a/k/a LILLIAM GARCIA**, the principal amount of \$69,557.42, together with prejudgment interest at the rate of .40% in the amount of \$2,100.83, for a total sum of \$71,658.25, together with post-judgment interest thereon at the rate of .40% from the date of the Judgment until paid, for which let execution, attachment and garnishment issue instant.

3. Plaintiff, 134-38 MAPLE AVENUE REALTY CORP. shall have and recover from Defendant, **LILLIAM JAVIER a/k/a LILLIAM A. JAVIER a/k/a LILLIAM GARCIA**, the principal amount of \$244,308.53, together with prejudgment interest at the rate of .40% in the amount of \$7,378.76, for a total sum of \$251,687.29, together with post-judgment interest thereon at the rate of .40% from the date of the Judgment until paid, for which let execution, attachment and garnishment issue instant.

4. Plaintiff, 133 PLUS 24 SANFORD AVE. REALTY CORP. shall have and recover from Defendant, **LILLIAM JAVIER a/k/a LILLIAM A. JAVIER a/k/a LILLIAM GARCIA**, the principal amount of \$125,903.22, together with prejudgment interest at the rate of .40% in the amount of \$3,844.61, for a total sum of \$129,747.83, together with post-judgment interest thereon at the rate of .40% from the date of the Judgment until paid, for which let execution, attachment and garnishment issue instant.

5. All indebtedness owed by the Debtor, Lilliam Javier a/k/a Lilliam A. Javier a/k/a Lilliam Garcia, to the above-named Plaintiffs, MOHAMMAD A. MALIK;

134 PLUS 37 MAPLE AVENUE REALTY, INC.; 134-38 MAPLE AVENUE REALTY CORP.; and 133 PLUS 24 SANFORD AVE. REALTY CORP., as reflected in this Final Judgment, is non-dischargeable under the provisions of §§ 523(a)(4) and 523(a)(6) of the Bankruptcy Code (11 U.S.C. §101, et seq.). Accordingly, the indebtedness owing from Lilliam Javier a/k/a Lilliam A. Javier a/k/a Lilliam Garcia, Debtor, to MOHAMMAD A. MALIK; 134 PLUS 37 MAPLE AVENUE REALTY, INC.; 134-38 MAPLE AVENUE REALTY CORP.; and 133 PLUS 24 SANFORD AVE. REALTY CORP., Plaintiffs, as reflected in this Final Judgment, is excepted from the Debtor's bankruptcy discharge, pursuant to 11 U.S.C. §§ 523(a)(4) and 523(a)(6).

6. This Final Judgment, declaring the indebtedness owing from the Debtor to MOHAMMAD A. MALIK; 134 PLUS 37 MAPLE AVENUE REALTY, INC.; 134-38 MAPLE AVENUE REALTY CORP.; and 133 PLUS 24 SANFORD AVE. REALTY CORP. nondischargeable and excepted from the Debtor's bankruptcy discharge, pursuant to 11 U.S.C. §§ 523(a)(4) and 523(a)(6), shall survive this bankruptcy case, and shall be binding upon the Debtor in any subsequent bankruptcy case or proceeding.

7. The last known addresses of the Plaintiffs and Defendant are as follows:

Mohammad A. Malik  
47-33 59 Place  
Woodside, New York 11377

134 Plus 37 Maple Avenue Realty, Inc.  
c/o Mohammad A. Malik  
47-33 59 Place  
Woodside, New York 11377

134-38 Maple Avenue Realty Corp.  
c/o Mohammad A. Malik  
47-33 59 Place  
Woodside, New York 11377

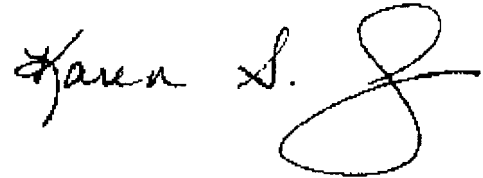
133 Plus 24 Sanford Ave. Realty Corp.  
c/o Mohammad A. Malik  
47-33 59 Place  
Woodside, New York 11377

Defendant:

Lilliam Javier a/k/a Lilliam A. Javier a/k/a Lilliam Garcia  
P. O. Box 68022  
Orlando, FL 32868

8. This Court reserves jurisdiction to enforce the provisions of this Final Judgment including, without limitation, issuance of writs, subpoenas and commencement of proceedings supplementary to execution.

DONE AND ORDERED on January 21, 2009.

A handwritten signature in black ink, appearing to read "Karen S. Jennemann", with a large, stylized loop at the end.

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KAREN S. JENNEMANN  
U. S. BANKRUPTCY COURT JUDGE

Copies Furnished To:

**Jon E. Kane, Esq., P. O. Box 2854, Orlando, FL 32801**

**Lilliam Javier aka Lilliam A. Javier aka Lilliam Garcia, P. O. Box 68022, Orlando, FL 32868**

**Carl L. Griffin, Esq., Carl L. Griffin, P.A., 2223 Curry Ford Road, Orlando, FL 32806**